

**THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**IN RE:** : **BK. No. 17-15618 MDC**  
**TESSA S. EVERETT** :  
**Debtor** : **Chapter No. 13**  
:

**LSF10 MASTER PARTICIPATION TRUST**  
**Movant**

**v.**

**TESSA S. EVERETT**  
**RUBY EVERETT (NON-FILING CO-DEBTOR)**  
**Respondents**

**NOTICE OF COVID-19 MORTGAGE FORBEARANCE AGREEMENT PURSUANT TO  
LOCAL ORDER 20-3007**

The undersigned, Phelan Hallinan Diamond & Jones, LLP, are creditor's counsel in this matter.

1. Debtor currently has a mortgage with **CALIBER HOME LOANS, INC.**. The property address is 1429 ELLSWORTH STREET, PHILADELPHIA, PA 19146-3107, Loan # ending in 2024. A Proof of Claim has been filed on the claim register at #5. A written Notice of Payment Change/Forbearance is being filed on the claims docket pursuant to bankruptcy Rule 3002.1 (b) and Local Rule 20-3007.
2. The terms of the forbearance are as follows: Regular monthly mortgage payments starting with the April 1, 2020 payment through June 30, 2020 are suspended. Payment of the escrow component of the regular monthly mortgage payments shall also be suspended.
3. The Creditor advises that no fees will be assessed against the loan with regard to this Notice of Forbearance.

4. Prior to the expiration of the forbearance period, Debtor must either (1) request additional forbearance time under Local Rule, State or Federal Law; (2) enter into loss mitigation with Creditor; or (3) file an Amended Chapter 13 Plan which cures the arrears resulting from the forbearance period over the remainder of the Chapter 13 Plan.
5. Creditor, does not waive any rights to collect the payments that come due during the forbearance period or any payments that were due and owing prior to the forbearance period. The payment post-petition amount due at the time of this forbearance is \$823.39.
6. Creditor does not waive its rights under the terms of the note and mortgage or under other applicable non-bankruptcy laws and regulations, including, but not limited to, RESPA, and the right to collect on any post-petition escrow shortage.

/s/ Mario J. Hanyon, Esquire

Mario J. Hanyon, Esq., Id. No.203993

Phelan Hallinan Diamond & Jones, LLP

1617 JFK Boulevard, Suite 1400

One Penn Center Plaza

Philadelphia, PA 19103

Phone Number: 215-563-7000 Ext 31340

Fax Number: 215-568-7616

Email: mario.hanyon@phelanhallinan.com

May 19, 2020

**THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**IN RE:  
TESSA S. EVERETT**

**Debtor**

**BK. No. 17-15618 MDC**

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RUBY EVERETT (NON-FILING CO-DEBTOR)  
Respondents**

**CERTIFICATE OF SERVICE**

I hereby certify that service upon all interested parties, indicated below was made by sending true and correct copies of the Notice of Forbearance by electronic means on May 19, 2020.

WILLIAM C. MILLER, ESQUIRE (TRUSTEE)  
P.O. BOX 1229  
PHILADELPHIA, PA 19105

TESSA S. EVERETT  
1429 ELLSWORTH STREET  
PHILADELPHIA, PA 19146-3107

DAVID M. OFFEN, ESQUIRE  
601 WALNUT STREET, SUITE 160 WEST  
PHILADELPHIA, PA 19106

RUBY EVERETT  
1429 ELLSWORTH STREET  
PHILADELPHIA, PA 19146-3107

UNITED STATES TRUSTEE  
OFFICE OF THE U.S. TRUSTEE  
200 CHESTNUT STREET  
SUITE 502  
PHILADELPHIA, PA 19106

/s/ Mario J. Hanyon, Esquire  
Mario J. Hanyon, Esq., Id. No.203993  
Phelan Hallinan Diamond & Jones, LLP  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
Phone Number: 215-563-7000 Ext 31340  
Fax Number: 215-568-7616  
Email: mario.hanyon@phelanhallinan.com

May 19, 2020

Exhibit “A”



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Please do not send mail to this address  
P.O. Box 619063  
Dallas, TX 75261-9063

ESTATE OF RUBY EVERETT  
TESSA S EVERETT  
C/O DAVID M OFFEN  
601 WALNUT ST STE 160  
PHILADELPHIA PA 19106-3314

April 29, 2020

Caliber Account Number: [REDACTED]  
Property Address: 1429 ELLSWORTH ST  
PHILADELPHIA PA 19146

Dear ESTATE OF RUBY EVERETT and TESSA S EVERETT,

Thank you for contacting Caliber Home Loans, Inc. ("Caliber") about your mortgage. Based on your stated COVID-19 hardship and request for assistance, you have been approved for a Forbearance Plan ("**Forbearance Plan**").

**What is a Forbearance?**

A Forbearance is a temporary suspension of your mortgage payments intended to allow you the time and flexibility to manage the financial challenges affecting your ability to pay your mortgage. The term of this **Forbearance Plan**, and any additional **Forbearance Plan(s)** or extensions, is called the **Forbearance Period**. Borrowers with a loan subject to the CARES Act may obtain a **Forbearance Period** of up to 180 days upon request, with an extension of up to an additional 180 days if needed.

**Important:** The terms of this Forbearance Plan, and any additional Forbearance Plan(s), do not include forgiveness of any amounts. The total amount of payments suspended during the Forbearance Period will become due and payable at the end of the Forbearance Period, and you will be required to either repay the suspended payments in full or make other arrangements for how you will repay the suspended payments, such as qualifying for a loan modification or another assistance option, otherwise known as Loss Mitigation.

**What should you do before the end of your Forbearance Plan?**

If your financial hardship continues at the end of this **Forbearance Plan** and you are unable to resume your normal monthly payments, contact Caliber for assistance. Caliber may be able to provide you, at your request, additional **Forbearance Plan(s)** in three-month increments, up to a total of twelve months from the starting date of this **Forbearance Plan**, or help you with other assistance options.

**Please note:** This **Forbearance Plan** was offered to you and on the basis of our evaluation of an incomplete Loss Mitigation application. If you cannot pay the amounts due at the end of the **Forbearance Period** and require additional Loss Mitigation assistance, such as a loan modification, it is possible in some cases that interest rates will increase and the term of your loan may be extended. Note that changes in circumstances may impact your eligibility for a modification or other assistance options. The investor on your loan may require documentation if you seek additional assistance. Please work with us on your next steps to ensure you are aware of any documentation requirements that may be necessary to complete your Loss Mitigation application and be considered for other available Loss Mitigation options.

**Forbearance Plan Terms**

1. **Temporary Suspension of Payments** - This Forbearance Plan will suspend your monthly mortgage payment(s) for 03 month(s), beginning with the April 01, 2020 payment, and going through the June 01, 2020 payment. During this time, you are not required to make any mortgage payments. All suspended payments will be due on July 01, 2020.



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By entering into this Forbearance Plan, Caliber will cancel any automatic clearing house, or ACH, that you have set up for your mortgage account. You may re-establish regular ACH payments on your account at the end of the Forbearance Period and the loan is brought current.

**2. Forbearance Period / Past Due Amounts** - The terms of this Forbearance Plan do not include forgiveness of any amounts. The total amount of payments suspended by this and any subsequent Forbearance Plan(s) are immediately due and payable at the end of the Forbearance Period. Any outstanding delinquent amounts on your account that existed prior to the Forbearance Period will remain due. You must make arrangements on how you will be able to repay the suspended payments and other delinquent amounts by the end of the Forbearance Period such as qualifying for a loan modification or another Loss Mitigation option.

**3. Taxes and Insurance** - If Caliber pays your taxes and/or insurance through an escrow account, the escrow portion of your regular payments that would ordinarily become due during the Forbearance Period will continue to become due.

If you choose not to make escrow payments during the Forbearance Period, Caliber will adjust any escrow shortage at the time of your next annual escrow analysis. Your loan will not become contractually delinquent solely due to your election not to pay the escrow portion of your regular payments during the Forbearance Period.

**4. Credit Reporting** - As a result of not making any payments during the Forbearance Period, you will become delinquent on your mortgage and your credit score may be impacted. For customers who were current on their payments before entering this Forbearance Plan, Caliber will report you as "Current" to the credit reporting agencies during the Forbearance Period. For customers who were delinquent on their payments before entering this Forbearance Plan, Caliber will not be reporting the delinquency status or the entry into a Forbearance Plan to credit reporting agencies during the term of the Forbearance Period. CREDIT SCORING COMPANIES MAY CONSIDER WHETHER THERE IS AN INCREASED CREDIT RISK DUE TO THE LACK OF REPORTING. CALIBER IS UNCERTAIN AS TO THE IMPACT ON YOUR CREDIT SCORE, PARTICULARLY IF YOU ARE CURRENT ON YOUR MORTGAGE. FAILURE TO REINSTATE YOUR ACCOUNT UPON COMPLETION OF THE FORBEARANCE PLAN MAY RESULT IN ADVERSE CREDIT REPORTING.

**5. Delinquency Notices** - During the Forbearance Period, you may receive delinquency notices required under the terms of your loan and applicable law, and Loss Mitigation assistance correspondence and applications. These notices will not affect the terms of your Forbearance Plan(s).

**6. Foreclosure** - We will not refer your loan to foreclosure or proceed to foreclosure sale during the Forbearance Period. Any pending foreclosure action or proceeding that has been suspended may be resumed if you fail to comply with the terms of the Forbearance Plan.

**7. Forbearance Plan Offer** - This Forbearance Plan offer is contingent on you having provided accurate and complete information. We reserve the right to revoke this offer or terminate the plan following your acceptance if we learn of information that would make you ineligible for the Forbearance Plan.

**8. Payments During Forbearance Plan** - Payments sent intended to reinstate the loan not equal to the total amount due to cure the delinquency will be returned. However, you have a right to cure your default. To cure the default, you must pay the total amount of the default on this loan. Please be aware that your ability to make payments online at [www.caliberhomeloans.com](http://www.caliberhomeloans.com) and through the mobile app may be limited during the Forbearance Plan.

Please be aware that your ability to make payments online at [www.caliberhomeloans.com](http://www.caliberhomeloans.com) and through the mobile app may be limited during the Forbearance Period.

**9. Loan Documents** - Your current loan documents remain in effect. You agree that all terms and provisions of your current mortgage note and mortgage security instrument remain in full force and effect and you will comply with those terms. Nothing in the Forbearance Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.



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We need to remain in contact during the Forbearance Period and we will make periodic calls to you as permitted by law or required by the investor of your loan. It is also important for you to be in contact with us during the plan so we may understand how we can assist you with resolving the unpaid amounts due on the loan during the Forbearance Period. If your financial situation changes during the term of your Forbearance Plan(s), please contact us immediately to reassess your situation and discuss potential alternatives.

If you have any questions about this request, please contact our dedicated team of professionals that are ready to assist you with any questions or concerns you may have about this request. We can be reached at (800) 401-6587, Monday - Thursday, between the hours of 8:00 a.m. and 8:00 p.m., and Friday between the hours of 8:00 a.m. and 7:00 p.m. Central Time. We look forward to assisting you.

Sincerely,

*Dana Huddleston*

Dana Huddleston, Vice President  
Single Point of Contact

**Notices of Error, Credit Disputes, Requests for Information, or Qualified Written Requests must be sent to: P.O. Box 270415, Oklahoma City, OK 73137. Please include your specific concern or question and account number.**

**THIS IS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

**Notice to Consumers presently in Bankruptcy or who have a Bankruptcy Discharge: If you are a debtor presently subject to a proceeding in Bankruptcy Court, or if you have previously been discharged from this debt by a Federal Bankruptcy Court, this communication is not an attempt to collect a debt but is sent for informational purposes only or to satisfy certain Federal or State legal obligations.**